

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

PRINCIPAL LIFE INSURANCE
COMPANY,

Plaintiff/Stakeholder,

Case No. 2:21-cv-10828-RHC-EAS

v.

***Hon. Robert H. Cleland
Mag. Judge Elizabeth A. Stafford***

MITCHELL COTTO, JOSHUA
PINTRICK, THE ESTATE OF
ALFREDO RAMOS COTTO and
RIVERSIDE CHAPEL SIMPSON-
MODETZ FUNERAL HOME, INC.,

Defendants/Claimants.

Edna S. Kersting (IL6277775)
Wilson Elser LLP
***Attorneys for Plaintiff Principal Life
Insurance Company***
55 West Monroe Street, Suite 3800
Chicago, Illinois 60603
(312) 821-6162
Edna.Kersting@wilsonelser.com

Adam G. Taub (P48703)
Adam G. Taub & Associates
Consumer Law Group, PLC
Attorney for Joshua Pintrick
17200 West 10 Mile Rd, Suite 200
Southfield, MI 48075
(248) 746-3790
adamgtaub@clgplc.net

Mitchell Cotto
2500 Mann Road #421
Clarkston, MI 48346

**STIPULATED FINAL DECREE OF INTERPLEADER
AND ORDER OF DISBURSEMENT**

This cause coming before this Court on the Parties' Stipulation for
disbursement of funds and entry of a Final Decree of Interpleader, due notice having

been given, all parties having been consulted and the Court being fully advised in the premises:

THE COURT FINDS AS FOLLOWS:

1. This Court has subject matter jurisdiction of this case.
2. This Court has personal jurisdiction over all the parties.
3. Incident to Alfredo Ramos Cotto's ("Decedent") employment at Total Armored Car Service, Inc., he participated in its employee welfare benefit plan and enrolled for group life insurance coverage in the amount of \$60,000.00 funded by Principal Life pursuant to the terms of group policy No. GL 1042393 ("Group Policy") issued to Total Armored Car Service, Inc. Decedent designated the Defendants/Claimants as primary beneficiaries in equal parts.
4. On or about August 19, 2019, the Decedent died.
5. Under the terms of the Policy, and on account of the death of Decedent, whose life was insured under the Group Policy, Principal Life became obligated to pay the sums due under the Group Policy in the total amount of \$60,000.00 ("Proceeds").
6. Defendants/Claimants have asserted claims to the Proceeds, but due to an ongoing homicide investigation into the involvement of the two beneficiaries in Decedent's death by the Oakland County Sheriff's Department, Principal

Life could not safely pay the Proceeds without exposing itself to multiple litigation or multiple liability or both.

7. Principal Life brought this interpleader action on April 13, 2016. (R. 1) Defendant/Claimant Cotto filed an Answer to the Complaint on June 22, 2021 (R. 9) and Defendant Pintrick filed an Answer on May 9, 2022. (R. 26) Neither Riverside nor the Estate filed an appearance nor a responsive pleading or any other document and the Clerk of Court entered a default against Riverside on August 5, 2021. (R. 14)
8. On July 27, 2021, the Court granted Principal Life's motion to deposit the Proceeds in the total amount of \$60,000.00 with the court (R. 11) and on August 30, 2021, the Court received the deposit.
9. On September 22, 2021, Principal Life filed a motion for discharge and dismissal, attorneys' fees and costs, which is unopposed. (R. 22)

IT IS HEREBY ORDERED:

1. That Principal Life Insurance Company be awarded its attorneys' fees and costs incurred in the prosecution of this matter in the amount of \$5,450.11 from the Proceeds deposited with the Court in one check made payable to "Principal Life Insurance Company" and mailed to its counsel of record:

Edna S. Kersting
Wilson Elser Moskowitz
Edelman & Dicker LLP
55 West Monroe Street
Suite 3800
Chicago, Illinois 60603

2. That Riverside Chapel Simpson-Modetz Funeral Home, Inc. be awarded \$9,625.25 from the Proceeds deposited with the Court in one check made payable to “Riverside Chapel Simpson-Modetz Funeral Home” and mailed to:

Riverside Chapel Simon-Modetz Funeral Home, Inc.
5630 Pontiac Lake Road
Waterford, Michigan 48327

3. That the balance of the Proceeds remaining after the payments under 1. and 2. is split equally between Defendants/Claimants Mitchell Cotto and Joshua Pintrick as follows:

- a. One check in the amount of \$22,462.32 plus 50% of the accrued interest, payable to “Mitchell Cotto” and mailed to:

Mitchell Cotto
2500 Mann Road #421
Clarkston, MI 48346

- b. One check in the amount of \$22,462.32 plus 50% of the accrued interest, payable to “Adam G. Taub & Associates Consumer Law Group, PLC c/o Joshua Pintrick” and mailed to Defendant/Claimant Joshua Pintrick’s counsel of record:

Adam G. Taub
Adam G. Taub & Associates
Consumer Law Group, PLC
17200 West 10 Mile Rd, Suite 200
Southfield, MI 48075

4. It is hereby Ordered that the funds be disbursed forthwith.
5. That Principal Life Insurance Company is discharged of and from any and all liability for any Proceeds payable on account of the death of Alfredo Ramos Cotto.
6. That Defendants/Claimants Mitchell Cotto, Joshua Pintrick and Riverside Chapel Simpson-Modetz Funeral Home, Inc., are enjoined from instituting or prosecuting against Principal Life Insurance Company in a proceeding in any state or federal court or administrative tribunal affecting the Proceeds due

under the Policy and on account of the death of Alfredo Ramos Cotto as well as relative to any of the claims that were or could have been raised in this matter, and that said injunction issue without bond or surety.

7. That this matter and all claims are dismissed with prejudice.

Dated: June 24, 2022

BY THE COURT:

s/Robert H. Cleland
United States District Court Judge

Agreed as to form and content:

Mitchell Cotto, Defendant

By: /s/ Mitchell Cotto (with permission)
Mitchell Cotto
2500 Mann Road #421
Clarkston, MI 48346
Email: mitchcotto@yahoo.com

Joshua Pintrick, Defendant

By: /s/ Adam G. Taub (with permission)
Adam G. Taub
Adam G. Taub & Associates
Consumer Law Group, PLC
17200 West 10 Mile Rd, Suite 200
Southfield, MI 48075
Tel.: (248) 746-3790
Email: adamgtaub@clgplc.net

Principal Life Insurance Company, Plaintiff

By: /s/ Edna S. Kersting
Edna S. Kersting
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP
55 West Monroe Street
Suite 3800
Chicago, IL 60603
Tel.: (312) 704-0550
Fax: (312) 704-1522
Email: edna.kersting@wilsonelser.com